

MAR 09 2021

UNITED STATES DISTRICT COURT

for the

Nathan Ochsner, Clerk of Court

Southern District of Texas

Division

Case No.

4: 21 - CV - 765

(to be filled in by the Clerk's Office)

Alejandro Evaristo Perez

Plaintiff(s)

(Write the full name of each plaintiff who is filing this complaint. If the names of all the plaintiffs cannot fit in the space above, please write "see attached" in the space and attach an additional page with the full list of names.)

-v-

Disney Corporation

Defendant(s)

(Write the full name of each defendant who is being sued. If the names of all the defendants cannot fit in the space above, please write "see attached" in the space and attach an additional page with the full list of names.)

COMPLAINT FOR A CIVIL CASE

I. The Parties to This Complaint

A. The Plaintiff(s)

Provide the information below for each plaintiff named in the complaint. Attach additional pages if needed.

Name	Alejandro E. Perez
Street Address	9233 Westheimer #136
City and County	Houston, Harris County
State and Zip Code	Texas, 77063
Telephone Number	214-762-0075
E-mail Address	alejandro.evaristo.perez@gmail.com

B. The Defendant(s)

Provide the information below for each defendant named in the complaint, whether the defendant is an individual, a government agency, an organization, or a corporation. For an individual defendant, include the person's job or title (*if known*). Attach additional pages if needed.

Defendant No. 1

Name	Disney Corporation
Job or Title (<i>if known</i>)	
Street Address	200 Celebration Pl
City and County	Celebration, Osceola County
State and Zip Code	FL, 34747
Telephone Number	1-855-553-4763
E-mail Address (<i>if known</i>)	TWDC.Corp.Communications@disney.com

Defendant No. 2

Name	
Job or Title (<i>if known</i>)	
Street Address	
City and County	
State and Zip Code	
Telephone Number	
E-mail Address (<i>if known</i>)	

Defendant No. 3

Name	
Job or Title (<i>if known</i>)	
Street Address	
City and County	
State and Zip Code	
Telephone Number	
E-mail Address (<i>if known</i>)	

Defendant No. 4

Name	
Job or Title (<i>if known</i>)	
Street Address	
City and County	
State and Zip Code	
Telephone Number	

E-mail Address *(if known)* _____**II. Basis for Jurisdiction**

Federal courts are courts of limited jurisdiction (limited power). Generally, only two types of cases can be heard in federal court: cases involving a federal question and cases involving diversity of citizenship of the parties. Under 28 U.S.C. § 1331, a case arising under the United States Constitution or federal laws or treaties is a federal question case. Under 28 U.S.C. § 1332, a case in which a citizen of one State sues a citizen of another State or nation and the amount at stake is more than \$75,000 is a diversity of citizenship case. In a diversity of citizenship case, no defendant may be a citizen of the same State as any plaintiff.

What is the basis for federal court jurisdiction? *(check all that apply)*

☒ Federal question

☐ Diversity of citizenship

Fill out the paragraphs in this section that apply to this case.

A. If the Basis for Jurisdiction Is a Federal Question

List the specific federal statutes, federal treaties, and/or provisions of the United States Constitution that are at issue in this case.

The Defendant willfully infringed and intentionally violated the Copyright Law of the United States' Title 17 US Code as addressed in Chapter 1 "Subject Matter and Scope of Copyright" and Chapter 5 "Copyright Infringement and Remedies"; and due to Defendant's the intentional malice to conspire against the Pro Se Plaintiff, the Defendant violated 15 U.S. Code § 1 - "Trusts, etc., in restraint of trade illegal; penalty." by restricting global trade between the Plaintiff copyrighted novel in Amazon.

B. If the Basis for Jurisdiction Is Diversity of Citizenship

1. The Plaintiff(s)

a. If the plaintiff is an individual

The plaintiff, *(name)* _____, is a citizen of the State of *(name)* _____.

b. If the plaintiff is a corporation

The plaintiff, *(name)* _____, is incorporated under the laws of the State of *(name)* _____, and has its principal place of business in the State of *(name)* _____.

(If more than one plaintiff is named in the complaint, attach an additional page providing the same information for each additional plaintiff.)

2. The Defendant(s)

a. If the defendant is an individual

The defendant, *(name)* _____, is a citizen of
 the State of *(name)* _____. Or is a citizen of
(foreign nation) _____.

b. If the defendant is a corporation

The defendant, *(name)* _____, is incorporated under
 the laws of the State of *(name)* _____, and has its
 principal place of business in the State of *(name)* _____.
 Or is incorporated under the laws of *(foreign nation)* _____,
 and has its principal place of business in *(name)* _____.

(If more than one defendant is named in the complaint, attach an additional page providing the same information for each additional defendant.)

3. The Amount in Controversy

The amount in controversy—the amount the plaintiff claims the defendant owes or the amount at stake—is more than \$75,000, not counting interest and costs of court, because *(explain)*:

III. Statement of Claim

Write a short and plain statement of the claim. Do not make legal arguments. State as briefly as possible the facts showing that each plaintiff is entitled to the damages or other relief sought. State how each defendant was involved and what each defendant did that caused the plaintiff harm or violated the plaintiff's rights, including the dates and places of that involvement or conduct. If more than one claim is asserted, number each claim and write a short and plain statement of each claim in a separate paragraph. Attach additional pages if needed.

CLAIM 1: The Defendant willfully infringed and intentionally violated the Copyright Law of the United States' Title 17 US Code as addressed in Chapter 1 "Subject Matter and Scope of Copyright" and Chapter 5 "Copyright Infringement and Remedies". Such rights include 106A(a)(1)(A) "to claim authorship of that work." and 106(a)(1)(B) "to prevent the use of his or her name as the author of any work of visual art which he or she did not create.". On the 19th February of 2021, the Defendant willfully infringed and intentionally violated the Plaintiff's copyrights by falsely claiming the Defendant owned the copyright of TX 8-652-720 and misguided the Amazon Corporation to stop publishing and stop distribution of the Plaintiff's copyrighted paperback novel. The fact is that the US Copyright Office issued the TX 8-652-720 certificate to the Plaintiff with an effective date of registration on September 20, 2018 under Title 17 US Code. CAUSE OF ACTION: The cause of action is intentional infliction of emotional distress since the Defendant's fraudulent actions are directly linked to the illegal censorship event and because intentional false witnessing of Intellectual Property always exceeds all bounds tolerated by a civilized society, especially when the angered Plaintiff repeatedly presented the official TX 8-652-720 certificate to the Defendant.

CLAIM 2: The Defendant's intentional malice to conspire and restrict Plaintiff's copyright novel to be traded globally in the Amazon platform violated 15 U.S. Code § 1 "Trusts, etc., in restraint of trade illegal; penalty." 15 U.S. Code § 1 states "Every contract, combination in the form of trust or otherwise, or conspiracy, in restraint of trade or commerce among the several States, or with foreign nations, is declared to be illegal. Every person who shall make any contract or engage in any combination or conspiracy hereby declared to be illegal shall be deemed guilty of a felony, and, on conviction thereof, shall be punished by fine not exceeding \$100,000,000 if a corporation." CAUSE OF ACTION: The cause of action is intentional infliction of emotional distress since the Defendant conspired to directly harm the Plaintiff's and Amazon's contractual trade relationship and because intentional malice via false witnessing always exceeds all bounds tolerated by a civilized society, especially when the Defendant continued to pressure Amazon to stop publishing and stop distribution of the Plaintiff's copyrighted novel without any actual evidence nor ownership of the US Copyright TX 8-652-720.

EVENTS AND TIMELINE:

The US Copyright Office issued the TX 8-652-720 certificate to the Plaintiff under Title 17 US Code with an effective date of 20th of September 2018 as allowed by the US Federal Copyright Laws. The Plaintiff upload the first version of "The Real Lord Vader - the Destroyer of Star Wars" fictional novel on Amazon's platform on August 10, 2018. The Plaintiff has uploaded subsequent iterations due to grammar mistakes, customer feedback, and formal editing. The copyrighted novel always included a long multiple page "disclaimer" at the beginning of the novel. The disclaimer stated the use of the Fair Use Act, elements of satire, elements of parody, warnings, and other literary elements to avoid any product confusion, guarantee differentiation, and the fact that the copyrighted novel is a very controversial story. The Plaintiff dislikes the "Star Wars" pagan war propaganda media films that targets children in our galaxy. The copyrighted novel revolves around a compentent "God Fearing" space lord married couple (male and female) of a futuristic England who are fighting the pagan masters that sell fictional magical powers to child soldiers in our real galaxy in the futuristic year 4,951 AD. The original "Star Wars" characters never appear in the Plaintiff's copyrighted novel, because fictional characters are addressed for what they actually are, which are technically "movie actors", "fake puppets", and special effects. The Plaintiff felt assured that the official TX 8-652-720 certificate, a long multiple page disclaimer, the Fair Use Act, and other litetary elements would guarantee that the Defendant would keep their legal distance. No different that the Mel Brooks's "Spaceballs" science fiction comedy movie released in 1987. Regardless, the cruel Defendant willing ignored and willing violated US Copyright Laws, legal instruments, and literary elements.

On the 6th of January 2021, the Plaintiff noticed the his copyrighted novel was removed from the Amazon platform. The Plaintiff contacted Amazon. Amazon reported a "technical issue", but the Plaintiff's copyrighted novel could not be published for sale in the platform after several attempts by the Plaintiff.

On 19 Febuary 2021, the Amazon KDP Print Book (ip-inquiries@amazon.com) contacted the Plaintiff explaining that the Plaintiff's copyrighted novel will no longer be distributed nor published in the Amazon platform. Amazon added that the Defendant (Disney Corporation via emea.antipiracy@disney.com) claimed that the Plaintiff was infringing on the Defendant's copyrights. On the same day, the Plaintiff replied to both Amazon

and the Defendant with the official TX 8-652-720 certificate and other legal points (ex. long disclaimer, literary elements, etc.). In addition, the Plaintiff told the Defendant to stop bothering the Plaintiff. The Amazon replied that Amazon would review the TX 8-652-720 certificate and other material submitted by the Plaintiff.

On 25 February 2021, the Plaintiff even added Amazon and the Defendant to his "Perez vs. LinkedIn CAND 5:20-cv-07238" group email. The group email addressed the Defendant's violation and options in a more public forum for accountability. Such a group email also illustrated that the Plaintiff's willingness to sue the Defendant like Plaintiff is suing LinkedIn Corporation for now \$2BN via California Anti-SLAAP laws. The Plaintiff was showing the Defendant that the Plaintiff was not making no empty threats. The Plaintiff offered options to the Defendant. The Plaintiff explained the Defendant could "Buy the Rights", "Leave the Plaintiff Alone", or "Get Sued for \$1BN". The Defendant and Amazon did not reply.

On March 1st of 2021, the Plaintiff noticed the Plaintiff's copyrighted novel had been blocked by Amazon as requested by the fraudulent Defendant. On the same day, the Plaintiff emailed Amazon and the Defendant's multiple departments reiterating the options of "Buy the Rights", "Leave the Plaintiff Alone", or "Get Sued for \$1BN". The Plaintiff continued to attached the TX 8-652-720 certificate as evidence of Plaintiff's copyright ownership. The Plaintiff offered the Defendant a grace period of a week to comply by removing the block and acknowledging the Plaintiff's ownership of TX 8-652-720 certificate. The Defendant and Amazon failed.

On March 8th 2021, the Plaintiff gave the last warning to the Defendant with the same reasonable options. However, the Defendant continue to fail to disclaim the Plaintiff's TX 8-652-720 copyright certificate and the copyrighted paperback novel could not post for global trade in the Amazon platform. The Plaintiff is filing a lawsuit with the TXSD against the Defendant in order to settle the claims to the rights for Plaintiff's TX 8-652-720 copyright certificate and to stop the unethical Defendant from future legal actions and sneak attacks.

IV. Relief

State briefly and precisely what damages or other relief the plaintiff asks the court to order. Do not make legal arguments. Include any basis for claiming that the wrongs alleged are continuing at the present time. Include the amounts of any actual damages claimed for the acts alleged and the basis for these amounts. Include any punitive or exemplary damages claimed, the amounts, and the reasons you claim you are entitled to actual or punitive money damages.

First, the Pro Se Plaintiff wants the unethical Defendant agree to a legal contract clearly establishing the IP lines between the Plaintiff and the Defendant. The Pro Se Plaintiff wants the unethical Defendant to legally admit that the Pro Se Plaintiff owns the TX 8-652-720 copyright certificate and accept defeat. The IP contract to state that the Defendant will not disrupt Pro Se Plaintiff in the future in the Amazon platform, any other platform, and/or any other medium. The Defendant must agree that the Pro Se Plaintiff can reach out to another media corporation and/or studio productions companies (ex. Netflix, Amazon Prime, Hollywood) and that every attempt from Defendant to disrupted Plaintiff will allow Plaintiff to sue you for \$1BN as breach of contract.

Second, the Pro Se Plaintiff wants \$100,250,000 remedy as a financial penalty as maximum allowed by both 17 US Code and 15 US Code to buy-support for his cause, which are the same stakeholders (the Plaintiff's financially interested parties) from TXSD 4:20-cv-02188 and CAND 5:20-cv-07238. Such stakeholders have tolerated the Plaintiff's legal activities, unorthodox humor, and unconventional emails. The Plaintiff hopes to establish a pattern of multiple million lawsuits in order to desuade any other ignorant cruel corporation from attacking the Plaintiff and his works in the future.

Third, the Pro Se Plaintiff wants the unethical Defendant provides an formal apology in public. Pro Se Plaintiff is very upset that the Defendant bullied the Pro Se Plaintiff with false accusations, willful infringement, false witnessing, misinformation, fraud, and conspiracy to restrict the trade of the Pro Se Plaintiff's copyrighted "The Real Lord Vader – The Destroy of Star Wars" novel in Amazon's platform.

V. Certification and Closing

Under Federal Rule of Civil Procedure 11, by signing below, I certify to the best of my knowledge, information, and belief that this complaint: (1) is not being presented for an improper purpose, such as to harass, cause unnecessary delay, or needlessly increase the cost of litigation; (2) is supported by existing law or by a nonfrivolous argument for extending, modifying, or reversing existing law; (3) the factual contentions have evidentiary support or, if specifically so identified, will likely have evidentiary support after a reasonable opportunity for further investigation or discovery; and (4) the complaint otherwise complies with the requirements of Rule 11.

A. For Parties Without an Attorney

I agree to provide the Clerk's Office with any changes to my address where case-related papers may be served. I understand that my failure to keep a current address on file with the Clerk's Office may result in the dismissal of my case.

Date of signing: 03/09/2021

Signature of Plaintiff /s/ Alejandro Evaristo Perez

Printed Name of Plaintiff Alejandro Evaristo Perez

B. For Attorneys

Date of signing: _____

Signature of Attorney _____

Printed Name of Attorney _____

Bar Number _____

Name of Law Firm _____

Street Address _____

State and Zip Code _____

Telephone Number _____

E-mail Address _____